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REC'D
CAMERON S. BURKE
FILED
SEP 06 2002
U.S. COURTS
CLERK IDAHO

13 UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

14 UNITED STATES OF AMERICA)	
)	Criminal No. 02-114-S-BLW
)	
16 vs.)	PLEA AGREEMENT
)	
17 KENNETH L. PUGH,)	
)	
18 Defendant.)	
)	

19
20 Pursuant to Rule 11(e)(1)(B) of the Federal Rules of Criminal
21 Procedure, George W. Breitsameter, the undersigned Assistant United
22 States Attorney for the District of Idaho, and the Defendant, Kenneth
23 L. Pugh, by and through his attorney, Leo N. Griffard, Jr., have
24 engaged in discussions and have reached an agreement which
25 contemplates the entry of a plea of guilty to Counts Four and Thirteen
26 of the Indictment.

PLEA AGREEMENT - 1

9

1 The parties agree that the loss incurred by all of the financial
2 institutions alleged in the scheme to defraud should be included for
3 the purpose of determining the loss under the Sentencing Guidelines.
4 The defendant further agrees to make restitution, pursuant to the
5 sentence judgment in this case, to the following financial
6 institutions and in the amounts as set forth below:

7	U.S. Bank (Boise account)	\$10,203.96
8	U.S. Bank (S. Garrett account)	\$ 3,959.05
9	Washington Mutual Bank	\$18,704.00
10	U.S. Bank (Reno accounts in Pugh's name SSAN used is J. Scott)	\$22,530.06
11	U.S. Bank (A. Degner account)	\$13,002.04
12	U.S. Bank (S. Scott account)	\$11,597.70
13	Portland Teachers Credit Union	
14	(Johnny L. West account)	\$ 493.00
15	U.S. Bank (Johnny L. West account)	\$ 9,301.53

16 The Districts of Nevada and Oregon have agreed that if the above
17 losses are included for purposes of calculating the Sentencing
18 Guidelines and if the Court orders restitution on said amounts, the
19 Defendant would not be prosecuted in these Districts for the bank
20 fraud giving rise to these losses. This agreement does not apply to
21 any conduct not known by the investigating agents or to any unrelated
22 conduct.

23 1. Upon acceptance of such plea of guilty, the attorney for the
24 Government agrees to move to dismiss the remaining counts in the
25 Indictment. The Government further agrees to recommend that the
26 Defendant be given a two (2) level reduction for acceptance of

1 responsibility, and the Court impose a sentence within the Sentencing
2 Guidelines as determined by the presentence investigation report.

3 2. The elements of the offense of bank fraud are:

4 First, the defendant knowingly carried out a scheme or plan
5 to defraud a financial institution;

6 Second, the defendant acted with the intent to defraud; and

7 Third, U.S. Bank was insured by the Federal Deposit
8 Insurance Corporation.

9 3. If this case proceeded to trial, that on or about April 5,
10 2000, Kenneth L. Pugh opened a checking account in his name at U.S.
11 Bank in Boise, Idaho. Kenneth L. Pugh used a false social security
12 number and residence when opening the account. Between April 5, 2000,
13 and April 20, 2000, Kenneth L. Pugh deposited six (6) checks drawn on
14 his closed account at NBD Bank into the U.S. Bank account. These
15 deposits falsely and fraudulently inflated the account balance in the
16 U.S. Bank account. Pugh withdrew funds from the account when the
17 balance was falsely and fraudulently inflated, including a withdrawal
18 on April 20, 2000, in the amount of \$200.00 and a withdrawal on April
19 13, 2000, in the amount of \$400.00. At all times, U.S. Bank was
20 insured by the Federal Deposit Insurance Corporation.

21 4. The Defendant states that he is aware of his absolute right
22 to plead not guilty and persist in that plea; that he has a right to
23 be tried by a jury and, at that trial, he has a right to the
24 assistance of counsel. At trial, he has a right to require the
25 Government to prove the entire case against him beyond a reasonable
26 doubt; that he has the right not to testify against himself or not to

1 be compelled to incriminate himself. Further, at trial, he would have
2 the right to confront and cross-examine witnesses in his own behalf.

3 5. The Defendant understands that by pleading guilty he waives
4 the right to trial by jury; that no trial will, in fact, occur; and
5 that the only thing remaining to be done in this case is the hearing
6 at the time and date set for sentencing, at which only matters
7 concerning the nature of the sentence to be imposed by the Court are
8 to be heard and decided by the Court.

9 6. The Defendant states to the Court that he is aware of the
10 maximum penalty that could be imposed of not more than 30 years
11 incarceration and/or \$1,000,000.00 fine, each count.

12 7. The Defendant further understands that the sentence to be
13 imposed rests with the sole discretion of the Court, which will not be
14 bound by the recommendations of the United States Attorney or the
15 Defendant and his counsel.

16 8. The Defendant and his attorney both state that this
17 agreement constitutes the entire agreement between the Defendant and
18 the Government, and that no other promises or inducements have been
19 made, directly or indirectly, by any agent of the United States,
20 including any Assistant United States Attorney, concerning any plea to
21 be entered in this case. In addition, the Defendant states that no
22 person has, directly or indirectly, threatened or coerced the
23 Defendant to do, or refrain from doing, anything in connection with
24 any aspect of this case, including entering a plea of guilty.

25 9. Counsel for the Defendant states that he has read this
26 agreement; has been given a copy of this agreement for his file; has

1 explained said agreement to his client; and states that, to the best
2 of his knowledge and belief, the Defendant understands this agreement.

3 10. The Defendant states that he has read this agreement; has
4 had said agreement read to him; has discussed said agreement with his
5 attorney and understands this agreement.

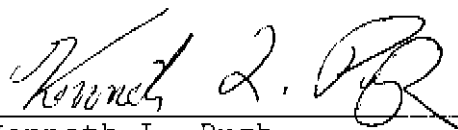
6 11. The Defendant is aware of the special assessment charge of
7 \$100.00 per count, pursuant to Title 18, United States Code, Section
8 3013. The Defendant agrees to pay the special assessment prior to or
9 at the time of sentencing.

10 12. The Defendant agrees to provide all financial and other
11 information as may be requested by the United States Probation and
12 Pretrial Services for its use in preparing a presentence report.
13 Failure to execute releases or to provide such financial and/or other
14 information as may be required by the Probation and Pretrial Services
15 shall constitute a violation of the terms of the Agreement and may
16 subject the Defendant to an enhancement under Guidelines Section
17 3C1.1, or provide grounds for an upward departure under Guidelines
18 Section 5K2.0, but shall not constitute grounds for withdrawal of the
19 Defendant's guilty plea.

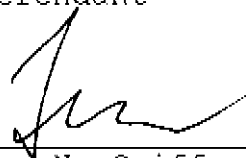
20 13. The Defendant hereby waives any right to raise and/or appeal
21 and/or file any post-conviction writs of habeas corpus or coram nobis
22 concerning any and all motions, defenses, probable cause
23 determinations, and objections which the Defendant has asserted or
24 could assert to this prosecution and to the Court's entry of judgment
25 against the Defendant. The waiver shall not include the imposition of
26

1 sentence under Title 18, United States Code, Section 3742 (sentence
2 appeals).

3 DATED this 6th day of September, 2002.

4
5 

6 Kenneth L. Pugh
7 Defendant

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9 Leo N. Griffard, Jr.
10 Attorney for Defendant

11 THOMAS E. MOSS
12 United States Attorney

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14 George W. Breitsameter
15 Assistant United States Attorney